

**NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **AMENDMENT AND RATIFICATION OF OIL, GAS & MINERAL LEASE**

STATE OF TEXAS  
COUNTY OF TARRANT

REFERENCE is made to the following Oil, Gas and Mineral Lease:

Oil, Gas and Mineral Lease, dated August 8, 2006, between Sylvania Holding Company, Inc., a Texas corporation, Hood Properties, Inc., a Texas corporation, Bill Hood and Robert Hood Partnership, Lessor(s), and Burnett Oil Company, Lessee, recorded in Memorandum of Oil, Gas and Mineral Lease dated August 8, 2006 recorded in Document Instrument Number D206331952 of the Official Public Records of Tarrant County, Texas, covering 9.19 acres of land, more or less, out of the S. Gilmore Survey, Abstract No. 590, Tarrant County, Texas, being fully described on attached Exhibit A.

herein together referred to as the "Lease", said land being more fully described in the "Lease", reference to said "Lease" being made for all the terms provisions thereof.

WHEREAS, the "Lease", is currently owned by BURNETT OIL COMPANY, ("Lessee"), whose address is 801 Cherry Street, Unit No. 9, Fort Worth, Texas 76102-6881;

WHEREAS, the "Lease", contains the following provision entitled "Term of Lease":

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

WHEREAS, the "Lease", contains the following Paragraph 17 entitled "Royalties" on Exhibit "A" attached hereto and made a part hereof that certain Oil, Gas and Mineral Lease;

## “17. ROYALTIES

It is understood and agreed that wherever the fraction "one-eighth" appears in paragraph 3 hereof, they are hereby expressly amended and increased to "twenty-three and one half percent" (23.5%).

WHEREAS, the undersigned Lessor(s) and Lessee wish to amend the Term of Lease provision and Paragraph 17. Royalties on Exhibit "A" of the Lease in the manner set below.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

## “17. ROYALTIES

It is understood and agreed that wherever the fraction "one-eighth" appears in paragraph 3 hereof, they are hereby expressly amended and increased to "twenty-five percent" (25%).

The undersigned Lessor(s) agree that the Lease is now deemed to be paid-up lease with a primary term of five (5) years from the original date, the royalty is changed to twenty-five percent (25%) and the Lease, as same may have been amended, remains in full force and effect and the undersigned do hereby adopt, ratify and confirm the said Lease and any amendments thereto as to all of the terms and provisions therein, and do hereby lease, grant, demise and let the interest of the Lessor(s) in all of the land covered by the said Lease unto the Lessee, its successors and assigns, in accordance with all of the terms and provisions of the said Lease as amended hereby.

This instrument may be executed in a number of counterparts, each of which shall have the force and effect of an original instrument, and all of which counterparts, when taken together, shall constitute but one instrument. The failure of any one or more of the interest owners to execute this instrument or

**return recorded document to:**

**Burnett Oil Company – Land Dept.  
Burnett Plaza – Suite 1500  
801 Cherry St. – Unit #9  
Fort Worth TX 76102-6881**

26/5/1977 - 1217-00

counterpart hereof shall not in any manner or way affect the validity and binding effect of this instrument or any counterpart hereof as to any party or parties who execute this instrument or a counterpart hereof.

This Amendment is hereby accepted by Lessee upon Lessee's duly recording of the Amendment in the Official Records in Tarrant County, Texas.

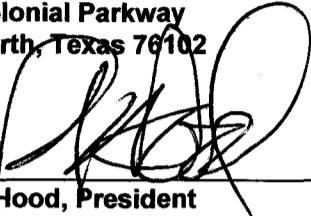
EXECUTED this 25th day of March, 2010, but effective August 8, 2006.

**Sylvania Holding Company, Inc., a Texas corporation**

**Hood Properties, Inc., a Texas corporation**

**2704 Colonial Parkway**

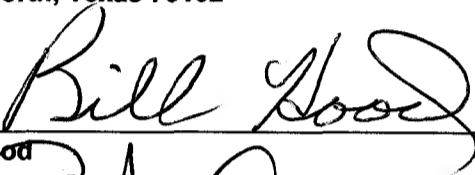
**Fort Worth, Texas 76102**

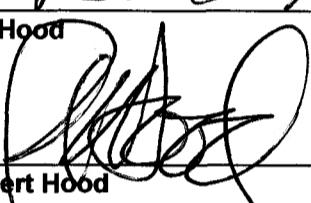
  
\_\_\_\_\_  
Robert Hood, President

**Bill Hood and Robert Hood Partnership**

**2704 Colonial Parkway**

**Fort Worth, Texas 76102**

  
\_\_\_\_\_  
Bill Hood

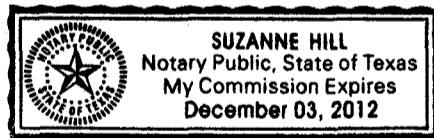
  
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Robert Hood

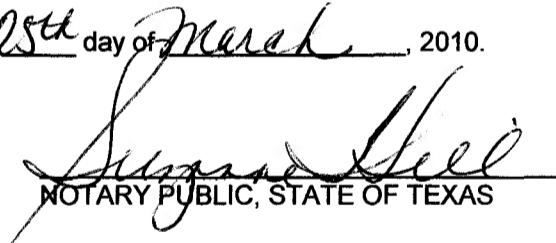
STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, The undersigned authority, on this day personally appeared Robert Hood, known to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Sylvania Holding Company, a Texas corporation and Hood Properties, Inc., a Texas corporation, as President of both corporations, and that he executed the same as the act of said companies for the purpose and consideration therein expressed, and in the capacity therein stated and that Bill Hood and Robert Hood executed same on behalf of Bill Hood and Robert Hood Partnership.

This instrument was acknowledged before me on this 25th day of March, 2010.



  
\_\_\_\_\_  
Suzanne Hill

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Sylvania Holding Company, Inc.

*Tract 1: 0.587 ac. of the S. Gilmore Sy. A-590, Tarrant County, Texas being the same tract of land described in that certain Deed dated November 5, 1996, from Robert J. Keffler, Substitute Trustee, to Sylvania Holding Company, Inc., being recorded at Volume 12570 Page 971, Official Records of Tarrant County, Texas.*

*Tract 2: 2.921 ac. of the S. Gilmore Sy. A-590, Tarrant County, Texas being the same tract of land described that certain Deed dated January 31, 1995, from Texas Realty and Land Development, Inc., to Sylvania Holding Company, Inc., being recorded in Vol. 11869 Pg. 2279, Official Records of Tarrant County, Texas, also described as Lot 1, Block 1, in the Hood Industrial Addition to the City of Fort Worth.*

*Tract 3: 0.1590 of an acre, more or less, out of the S. Gilmore Survey, A-590, and being more particularly described in that certain deed dated December 30, 1996 from Harborlite Corporation to Sylvania Holding Company, Inc., recorded in Volume 12628, Page 473, Real Property Records, Tarrant County, Texas.*

*Tract 4: 0.4199 of an acre, more or less, out of the S. Gilmore Survey, A-590, and being more particularly described in that certain deed dated December 27, 1996 from Harborlite Corporation, to Sylvania Holding Company, Inc., recorded in Volume 12628, Page 466, Real Property Records, Tarrant County, Texas.*

Hood Properties, Inc.

*Tract 1: 2.029 ac. of the S. Gilmore Sy. A-590, Tarrant County, Texas being the same tract of land described in that certain Deed dated January 31, 1995, from Texas Realty and Land Development to Hood Properties, Inc., being recorded in Vol. 11869 Pg. 2262, Official Records of Tarrant County, Texas, also described as Lot 1, Block 1, Industrial Supply Company Addition to the City of Fort Worth as recorded in Plat Vol. 388-140, Pg. 73, Deed Records of Tarrant County, Texas.*

*Tract 2: 0.7538 ac. of the S. Gilmore Sy. A-590, Tarrant County, Texas being the same tract of land described in that certain Deed dated July 19, 1995, from Spiral Pipe of Texas to Hood Properties, Inc., being recorded at Vol. 12035 Pg. 347, Official Records of Tarrant County, Texas, also described as Lot 2, Block 1, Industrial Supply Company Addition to the City of Fort Worth as recorded in Plat Vol. 388-140, Pg. 73, Deed Records of Tarrant County, Texas.*

Bill Hood and Robert Hood Partnership

*Tract 1: 2.1843 acres, more or less, being described as Lot A and Lots 1 through 5, Block 5, of the J. W. Lancaster Industrial Sub-Division, an addition to the City of Fort Worth, according to plat recorded at Volume 388-C, Page 33, Plat Records, Tarrant County, Texas and plat of Lot A, Block 5, recorded at Volume B, Page 2291, Plat Records, Tarrant County, Texas, and two (2) tracts out of the S. Gilmore Survey, A-590, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated June 3, 1986, from Bill Hood and Robert Hood to Bill Hood and Robert Hood Partnership, recorded in Volume 8570, Page 1978, Deed Records, Tarrant County, Texas, less .165 of an acre described as Tract 5A below.*

*Tract 1A: 0.165 of an acre, out of Tract 5 described above, being more particularly described in that certain deed dated April 23, 2008 from Bill Hood and Robert Hood Partnership to Global Signal Acquisitions IV, LLC, recorded at Document No. D208164432, Real Property Records, Tarrant County, Texas.*

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BURNETT OIL CO INC  
801 CHERRY ST #1500  
FT WORTH, TX 76102

Submitter: BURNETT OIL CO INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 5/17/2010 12:59 PM

Instrument #: D210115519

OPR 4 PGS \$24.00

By: Suzanne Henderson

D210115519

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DNCLARK